

# EXHIBIT B

1  
2 UNITED STATES DISTRICT COURT  
3 SOUTHERN DISTRICT OF NEW YORK  
4 C.A. No. 11 Civ. 0691 (LAK)

5 -----x  
6 CHEVRON CORPORATION,

7 Plaintiff,

8  
9 - against -

10 STEVEN DONZIGER, et al.,

11 Defendants.

12 -----x

13 June 25, 2018

14 10:07 a.m.

15 Videotaped Deposition of STEVEN  
16 DONZIGER, taken by Plaintiff, pursuant to  
17 Order, held at the offices of Gibson Dunn &  
18 Crutcher LLP, 200 Park Avenue, New York,  
19 New York, before Todd DeSimone, a  
20 Registered Professional Reporter and Notary  
21 Public of the State of New York.  
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23  
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<p style="text-align: right;">Page 26</p> <p>1 DONZIGER</p> <p>2 e-mails related to certain people.</p> <p>3 Q. So if you want to keep</p> <p>4 information confidential from Chevron such</p> <p>5 that Chevron can't discover it during</p> <p>6 discovery --</p> <p>7 A. That wasn't the motivation.</p> <p>8 You are putting words in my mouth.</p> <p>9 Q. Well, do you --</p> <p>10 A. What's your question?</p> <p>11 Q. Do you destroy documents in</p> <p>12 order to avoid having to produce them to</p> <p>13 Chevron?</p> <p>14 A. No.</p> <p>15 Q. Have you ever destroyed a</p> <p>16 document to avoid having to produce it to</p> <p>17 Chevron?</p> <p>18 A. No.</p> <p>19 Q. Have you ever suggested to</p> <p>20 anyone that they destroy a document to</p> <p>21 avoid its production to Chevron?</p> <p>22 A. No.</p> <p>23 Q. I'm going to hand the witness a</p> <p>24 document previously marked as Plaintiff's</p> <p>25 Exhibit 5305.</p>	<p style="text-align: right;">Page 28</p> <p>1 DONZIGER</p> <p>2 A. I have continued to pay my</p> <p>3 living expenses, but other than that, no.</p> <p>4 Q. And what are you including in</p> <p>5 your living expenses?</p> <p>6 A. That's beyond the scope.</p> <p>7 Q. So you won't define what you</p> <p>8 mean --</p> <p>9 A. Living expenses, food,</p> <p>10 mortgage, maintenance, entertainment,</p> <p>11 school for kid, etc.</p> <p>12 Q. Other than --</p> <p>13 A. Garage for car.</p> <p>14 Q. Other than continuing to pay</p> <p>15 what you define as living expenses, have</p> <p>16 you transferred any asset since April 16th</p> <p>17 of 2018?</p> <p>18 A. No.</p> <p>19 Q. I'm going to hand the witness a</p> <p>20 document previously marked as Plaintiff's</p> <p>21 Exhibit 558.</p> <p>22 Are you familiar with this</p> <p>23 document, Mr. Donziger, your retainer</p> <p>24 agreement from January 5th of 2011?</p> <p>25 A. Yes.</p>
<p style="text-align: right;">Page 27</p> <p>1 DONZIGER</p> <p>2 (Plaintiff's Exhibit 5305</p> <p>3 marked for identification.)</p> <p>4 Q. Mr. Donziger, this is a</p> <p>5 restraining order that Chevron served on</p> <p>6 you on April 16th of 2018.</p> <p>7 I'm going to direct your</p> <p>8 attention to page 2 under the heading</p> <p>9 Restraining Notice where the notice says</p> <p>10 "Take Notice that, pursuant to CPLR</p> <p>11 5222(b), which is set forth in full herein,</p> <p>12 you are hereby forbidden to make or suffer</p> <p>13 any sale, transfer or interference with any</p> <p>14 property in which you have an interest, or</p> <p>15 pay over or otherwise dispose of any debt</p> <p>16 owed to you, except as provided in Section</p> <p>17 5222."</p> <p>18 Do you see that, sir?</p> <p>19 A. Yes.</p> <p>20 Q. Have you transferred any</p> <p>21 property in which you had an interest since</p> <p>22 April 16th of 2018?</p> <p>23 A. What do you mean by property?</p> <p>24 Like real property?</p> <p>25 Q. Money, real property.</p>	<p style="text-align: right;">Page 29</p> <p>1 DONZIGER</p> <p>2 Q. Is this agreement still</p> <p>3 operative?</p> <p>4 A. I think there has been a</p> <p>5 subsequent agreement.</p> <p>6 Q. What is the date of the</p> <p>7 subsequent agreement?</p> <p>8 A. I don't know, but it was after</p> <p>9 this date.</p> <p>10 Q. Do you have a copy of the</p> <p>11 subsequent agreement?</p> <p>12 A. I do.</p> <p>13 Q. And who are the parties to the</p> <p>14 subsequent agreement?</p> <p>15 A. I believe it is the FDA and</p> <p>16 myself.</p> <p>17 Q. Has Exhibit 558 been</p> <p>18 terminated?</p> <p>19 A. I think it's been superseded by</p> <p>20 the subsequent agreement.</p> <p>21 Q. Now, in Exhibit 558, your</p> <p>22 clients consist of the individual Lago</p> <p>23 Agrio plaintiffs, the FDA, and the UDAPT.</p> <p>24 Do you see that?</p> <p>25 A. Yes.</p>

<p style="text-align: right;">Page 58</p> <p>1 DONZIGER</p> <p>2 exclusively with the FDA?</p> <p>3 A. In terms of compensation, legal</p> <p>4 fees?</p> <p>5 Q. In terms of your compensation.</p> <p>6 A. My legal fees, my fees for</p> <p>7 service, is that what you are talking</p> <p>8 about?</p> <p>9 Q. I don't know what the terms</p> <p>10 are. I'm asking you.</p> <p>11 A. Well, you've got to be</p> <p>12 specific. You want the terms of my legal</p> <p>13 fee? My contingency fee interest, is that</p> <p>14 what you are asking about?</p> <p>15 Q. Okay, let's try this: You have</p> <p>16 entered into an agreement with the FDA?</p> <p>17 A. Yes.</p> <p>18 Q. Several years ago, correct?</p> <p>19 A. Well, two, three years ago, to</p> <p>20 my best recollection.</p> <p>21 Q. And you can't narrow it down</p> <p>22 any more than that?</p> <p>23 A. Not as I sit here today. I</p> <p>24 mean, it has happened relatively in that --</p> <p>25 I believe in that time frame.</p>	<p style="text-align: right;">Page 60</p> <p>1 DONZIGER</p> <p>2 A. It is a contingent fee interest</p> <p>3 in the recovery, any recovery.</p> <p>4 Q. The total recovery?</p> <p>5 A. Yeah, obviously subject to</p> <p>6 court orders, like the constructive trust.</p> <p>7 So right now, for all practical purposes,</p> <p>8 it is a nullity. But that is my interest</p> <p>9 according to my contract.</p> <p>10 Q. The contract you signed with</p> <p>11 the FDA, in addition to granting you the</p> <p>12 contingency fee interest of 6.3 percent,</p> <p>13 does it provide for any other types of</p> <p>14 payments to you?</p> <p>15 A. I don't know. To be clear,</p> <p>16 though, I have an agreement with my</p> <p>17 clients, that is the FDA, to be paid a</p> <p>18 monthly retainer.</p> <p>19 Q. When did you enter into that</p> <p>20 agreement?</p> <p>21 A. We have always had that</p> <p>22 agreement for years. I rarely got paid</p> <p>23 because there wasn't enough money, and I</p> <p>24 occasionally got paid.</p> <p>25 THE VIDEOGRAPHER: Excuse me, I</p>
<p style="text-align: right;">Page 59</p> <p>1 DONZIGER</p> <p>2 Q. Does this agreement -- is it a</p> <p>3 retainer agreement?</p> <p>4 A. Yes.</p> <p>5 Q. Is it governed by New York law?</p> <p>6 A. I can't answer that as I sit</p> <p>7 here today. Obviously if I signed it, New</p> <p>8 York would be governed by New York ethical</p> <p>9 rules and what have you, but I don't know</p> <p>10 what the retainer agreement says. I don't</p> <p>11 have it in front of me right now.</p> <p>12 Q. Does the agreement that you</p> <p>13 signed with the FDA in the last couple of</p> <p>14 years, the retainer agreement, give you a</p> <p>15 percentage interest in the judgment, the</p> <p>16 Ecuadorian judgment?</p> <p>17 A. Yes.</p> <p>18 Q. What is that percentage</p> <p>19 interest in the FDA retainer?</p> <p>20 A. It's the same percentage</p> <p>21 interest that I have always had, to the</p> <p>22 best of my knowledge, 6.3 percent.</p> <p>23 Q. And is that 6.3 percent of the</p> <p>24 total amount recovered or some other --</p> <p>25 what is it 6.3 percent of?</p>	<p style="text-align: right;">Page 61</p> <p>1 DONZIGER</p> <p>2 was informed that we're not on the phone</p> <p>3 right now.</p> <p>4 MS. NEUMAN: It's fine. We</p> <p>5 will worry about it at the break.</p> <p>6 THE WITNESS: I'm sorry, is</p> <p>7 this phone --</p> <p>8 MS. NEUMAN: It is just into</p> <p>9 that other room.</p> <p>10 THE WITNESS: Okay. Have you</p> <p>11 got a big crowd over there?</p> <p>12 MS. NEUMAN: No takers as far</p> <p>13 as I know.</p> <p>14 THE WITNESS: Not like the good</p> <p>15 ole days.</p> <p>16 MS. NEUMAN: Can you read me</p> <p>17 back the last question. I think he</p> <p>18 answered it, but I have lost my train of</p> <p>19 thought.</p> <p>20 (The record was read.)</p> <p>21 Q. Is the agreement that you</p> <p>22 receive a retainer from the FDA written?</p> <p>23 A. I believe there is a written</p> <p>24 agreement from well back, but I'm not 100</p> <p>25 percent sure. Certainly we had an</p>

16 (Pages 58 - 61)

<p style="text-align: right;">Page 62</p> <p>1 DONZIGER</p> <p>2 agreement, an oral agreement.</p> <p>3 Q. And is this agreement that you</p> <p>4 receive a retainer for working for the FDA</p> <p>5 reflected in your new FDA retainer?</p> <p>6 A. I don't know an answer to that</p> <p>7 because I haven't looked at that retainer</p> <p>8 in preparation for this deposition.</p> <p>9 Q. In this agreement that you have</p> <p>10 with the FDA to receive a retainer, what is</p> <p>11 the amount of the retainer?</p> <p>12 A. It varies. Right now, or the</p> <p>13 most recent iteration, was \$25,000 a month.</p> <p>14 Q. And is there any document</p> <p>15 confirming that that's your current</p> <p>16 retainer amount that is signed by the FDA?</p> <p>17 A. I don't know, but there is a</p> <p>18 definite agreement with the FDA. But I</p> <p>19 will say this: I generally don't get paid</p> <p>20 that amount or get paid anything at all.</p> <p>21 It all depends on what's available,</p> <p>22 especially given the rather burdensome, for</p> <p>23 my client base, demands of the litigation</p> <p>24 in different jurisdictions, you know, not</p> <p>25 just this, but Canada and other countries.</p>	<p style="text-align: right;">Page 64</p> <p>1 DONZIGER</p> <p>2 of the judgment, so there is thousands of</p> <p>3 people that the FDA represents, and I</p> <p>4 represent the FDA.</p> <p>5 Q. Have the indigenous communities</p> <p>6 stated publicly that the FDA does not</p> <p>7 represent them?</p> <p>8 A. You would have to be more</p> <p>9 specific. What indigenous communities?</p> <p>10 Q. Well, which indigenous</p> <p>11 communities are in the former</p> <p>12 concessionary?</p> <p>13 A. You don't know that?</p> <p>14 Q. I'm asking you, Mr. Donziger.</p> <p>15 A. There is five indigenous</p> <p>16 peoples.</p> <p>17 Q. And they are?</p> <p>18 A. The Siona, Secoya, Huaorani,</p> <p>19 Quichua, and Cofan.</p> <p>20 Q. And is it your testimony that</p> <p>21 the FDA currently represents all five of</p> <p>22 those --</p> <p>23 A. The FDA --</p> <p>24 Q. -- indigenous communities?</p> <p>25 A. The FDA represents all the</p>
<p style="text-align: right;">Page 63</p> <p>1 DONZIGER</p> <p>2 Q. What is your role in the</p> <p>3 Canadian case, if any?</p> <p>4 A. How does that relate to the</p> <p>5 deposition?</p> <p>6 Q. It relates to whether monies</p> <p>7 you are receiving are for compensation of</p> <p>8 work done in Canada or something else.</p> <p>9 A. Well, I get the retainer for a</p> <p>10 variety of different pieces of work that I</p> <p>11 do, but I'm not going to get into that on</p> <p>12 First Amendment grounds and because of the</p> <p>13 pending motion.</p> <p>14 Q. Can you describe the scope of</p> <p>15 the work you do that is covered by the</p> <p>16 retainer?</p> <p>17 A. I believe that intrudes on</p> <p>18 First Amendment protected grounds, but I</p> <p>19 will say this as a general matter: I do a</p> <p>20 variety of different types of work on</p> <p>21 behalf of my clients, advocacy work.</p> <p>22 Q. You keep saying clients,</p> <p>23 plural, but it is client, right, the FDA?</p> <p>24 A. Well, the FDA represents all</p> <p>25 the affected communities in the execution</p>	<p style="text-align: right;">Page 65</p> <p>1 DONZIGER</p> <p>2 beneficiaries of the judgment in the</p> <p>3 execution of the Ecuadorian judgment, so</p> <p>4 yes, it would include those groups for that</p> <p>5 purpose.</p> <p>6 Q. For the purpose of managing the</p> <p>7 funds should they ever be paid?</p> <p>8 A. Well, for the purpose that the</p> <p>9 Ecuadorian judgment sets out as to be the</p> <p>10 role of the FDA. So it is, you know, the</p> <p>11 FDA is the beneficiary, they have an</p> <p>12 obligation to collect on the judgment, and</p> <p>13 then if funds ever get collected, to spend</p> <p>14 them consistent with the Ecuador judgment.</p> <p>15 Q. Can you turn in Exhibit 5307 to</p> <p>16 page 7, your response to Interrogatory No.</p> <p>17 16.</p> <p>18 A. Uh-huh.</p> <p>19 Q. You say "It would be highly</p> <p>20 burdensome to calculate the total amount of</p> <p>21 money I have received in the 25 years of my</p> <p>22 work on the Ecuador case."</p> <p>23 Do you see that?</p> <p>24 A. Yes.</p> <p>25 Q. Did you declare all the money</p>